

SELENA ANDREWS,

[illegible]

Case No: 2:24-cv-08047-WJM-JSA

Defendant Equifax Information Services LLC (“Equifax”), by and through its undersigned counsel, files its Answer to Plaintiff’s Complaint (“Complaint”) as follows:

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

1. Equifax admits that Plaintiff purports to bring claims under the Fair Credit Reporting Act (“FCRA”) and New Jersey Fair Credit Reporting Act (“NJ FCRA”). Equifax denies

that it violated the FCRA or NJ FCRA, denies that Plaintiff was damaged by any action or inaction of Equifax, and denies that Plaintiff is entitled to any of the relief requested.

2. Equifax denies the allegations in Paragraph 2.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Equifax denies the allegations in Paragraph 4.

JURISDICTION AND VENUE

5. Equifax admits that it conducts business in the State of New Jersey.

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

PARTIES

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8.

9. Equifax admits the allegations in Paragraph 9.

10. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10.

11. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12.

13. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

FACTS

13. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14.

15. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15.

16. Equifax denies that it violated the FCRA in the handling of Plaintiff's credit file.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17.

18. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

19. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

20. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

21. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

22. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

23. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

24. Equifax states that Plaintiff attempts to interpret the FCRA, which is a statute that speaks for itself, and to the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

25. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25.

26. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Equifax denies the allegations in Paragraph 27.

28. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28.

29. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

Equifax Dispute and Dispute Results

35. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

40. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44.

45. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Equifax states that the reinvestigation results speak for themselves. To the extent Plaintiff misstates, misquotes, or takes out of context the reinvestigation results, the allegations are denied.

47. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. Equifax denies the allegations in Paragraph 48.

49. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. Equifax states the credit file speaks for itself. To the extent Plaintiff misstates, misquotes, or takes out of context the credit file, the allegations are denied.

51. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51 related to Plaintiff's Dispute Letter. Equifax denies the remaining allegations in Paragraph 51.

52. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

Experian Dispute and Dispute Results

53-70. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 53-70.

Trans Union Dispute and Dispute Results

71-89. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 71-89.

Defendants Investigations Violated The FCRA As Each Investigation Was Conducted Negligently and Intentionally Or Recklessly Or In Wanton Disregard Of Plaintiff And The FCRA

90. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90.

91. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91.

92. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92.

93. Equifax denies the allegations in Paragraph 93.

94. Equifax denies the allegations in Paragraph 94.

95. Equifax denies the allegations in Paragraph 95.

96. Equifax denies the allegations in Paragraph 96.

97. Equifax denies the allegations in Paragraph 97.

98. Equifax denies the allegations in Paragraph 98.

99. Equifax denies the allegations in Paragraph 99.

100. Equifax denies the allegations in Paragraph 100.

101. Equifax denies the allegations in Paragraph 101.

102. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102.

103. Equifax denies the allegations in Paragraph 103.

104. Equifax denies the allegations in Paragraph 104.

105. Equifax denies the allegations in Paragraph 105.

106. Equifax denies the allegations in Paragraph 106.

107. Equifax denies the allegations in Paragraph 107.

108. Equifax denies the allegations in Paragraph 108.

109. Equifax denies the allegations in Paragraph 109.

110. Equifax denies the allegations in Paragraph 110.

111. Equifax denies the allegations in Paragraph 111.

112. Equifax denies the allegations in Paragraph 112.

Equifax, Experian, and Trans Union – Refused to Provide Plaintiff With a Full File Disclosure As Required by Section 1681g of the FCRA

113. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 113.

114. Equifax denies the allegations in Paragraph 114.

115. Equifax denies the allegations in Paragraph 115.

Damages Suffered by Plaintiff Because Of The Actions of All Defendants

116. Equifax denies the allegations in Paragraph 116.

117. Equifax denies the allegations in Paragraph 117.

118. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 118.

119. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 119.

CAUSE OF ACTION

COUNT I

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681e(b)

(Equifax, Experian and Trans Union)

120. Equifax reasserts and re-alleges its responses and defenses as set forth herein.

121. Equifax admits that it is a consumer reporting agency as defined by the FCRA.

122. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

123. Equifax denies the allegations in Paragraph 123.

124. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 124.

125. Equifax denies the allegations in Paragraph 125.

126. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 126.

127. Equifax denies the allegations in Paragraph 127.

128. Equifax denies the allegations in Paragraph 128.

129. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 129.

130. Equifax denies the allegations in Paragraph 130.

131. Equifax denies the allegations in Paragraph 131.

132. Equifax denies it violated the FCRA in its handling of Plaintiff's credit file.

133. Equifax denies the allegations in Paragraph 133.

134. Equifax denies the allegations in Paragraph 134.

135. Equifax denies the allegations in Paragraph 135.

136. Equifax denies the allegations in Paragraph 136.

COUNT II

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681g

(Equifax, Experian and Trans Union)

137. Equifax reasserts and re-alleges its responses and defenses as set forth herein.

138. Equifax admits that it is a consumer reporting agency as defined by the FCRA.

139. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 139.

140. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.

141. Equifax denies the allegations in Paragraph 141.

142. Equifax denies the allegations in Paragraph 142.

143. Equifax denies the allegations in Paragraph 143.

144. Equifax denies the allegations in Paragraph 144.

145. Equifax denies it violated the FCRA in its handling of Plaintiff's credit file.

146. Equifax denies the allegations in Paragraph 146.

COUNT III

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i

(Equifax, Experian and Trans Union)

- 147. Equifax reasserts and re-alleges its responses and defenses as set forth herein.
- 148. Equifax admits that it is a consumer reporting agency as defined by the FCRA.
- 149. Equifax states that the FCRA speaks for itself. To the extent Plaintiff misstates, misquotes, or takes out of context the FCRA, the allegations are denied.
- 150. Equifax denies the allegations in Paragraph 150 and its subparts.
- 151. Equifax denies the allegations in Paragraph 151.
- 152. Equifax denies the allegations in Paragraph 152.
- 153. Equifax denies the allegations in Paragraph 153.
- 154. Equifax denies the allegations in Paragraph 154.
- 155. Equifax denies the allegations in Paragraph 155.
- 156. Equifax denies the allegations in Paragraph 156.
- 157. Equifax denies the allegations in Paragraph 157.
- 158. Equifax denies it violated the FCRA in its handling of Plaintiff's credit file.
- 159. Equifax denies the allegations in Paragraph 159.

COUNT IV

VIOLATIONS OF THE NEW JERSEY FAIR CREDIT REPORTING ACT

(Equifax, Experian and Trans Union)

- 160. Equifax reasserts and re-alleges its responses and defenses as set forth herein.
- 161. Equifax denies the allegations in Paragraph 161.

162. Equifax denies it violated the NJ FCRA in its handling of Plaintiff's credit file.

163. Equifax denies the allegations in Paragraph 163.

164. Equifax denies that Plaintiff is entitled to any relief sought in the paragraphs contained in her WHEREFORE paragraph.

165. Equifax admits Plaintiff demands a jury trial.

166. Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby expressly denied.

WHEREFORE, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Equifax prays that:

(1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff; and

(2) it recover such other and additional relief as the Court deems just and appropriate.

Dated: August 2, 2024

CLARK HILL PLC

/s/ Stacy A. Orvetz
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Information Services LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been filed electronically on the 2nd day of August, 2024. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system.

/s/ Stacy A. Orvetz
Stacy A. Orvetz